

LONGVIEW, WASHINGTON

A Portion
of

Restricted Residence and Apartment District

DECLARATION
as to -

Dedication, Reservation, Restrictions and Covenants

PREAMBLE

WHEREAS, The Longview Company, a corporation organized under, and existing by virtue of, the laws of the State of Washington, hereinafter called "the Company", is the owner (subject to certain franchise rights, hereinafter referred to, granted by it to the Longview Public Service Company or granted or to be granted by its grantor to Sewerage Improvement District, No. 1 of Cowlitz County, Washington) of the land shown on the plat, marked "A Portion of Restricted Residence and Apartment District, Longview, Washington, Plat No. 1, Scale 1" equals 200 feet, June 4, 1923," to which this is attached, and of which this is a part, said land being described as follows, to-wit:

Beginning at a point which is N 74° 58' W a distance of 1170.00 ft. from a monument in Jefferson Square at the intersection of the center lines of Olympia and Washington Ways produced from the Southeast and Northeast respectively, said monument being located 4590.55 feet North and 264.96 feet East of Long-Poll Lumber Company monument #63 which marks the quarter corner on the South line of Section 35, Township 8 North, Range 2 West of the Willamette Meridian; thence on the East line of Twentieth

Avenue N 15° 02' E a distance of 1128.57 feet to the North line of Olympia Way; thence following the North line of Olympia Way N 36° 03' 27" W 316.76 feet to the intersection of the West line of Twenty first Avenue; thence crossing Olympia Way S 51° 56' 33" W 100 feet to the intersection of the West line of Twenty first Avenue and the South line of Olympia Way; thence along the West line of Twenty first Avenue on a curve to left, having a radius 335 feet a distance of 112.94 feet to the intersection with the North line of Lot 3, Block 188; thence N 74° 58' W 1356.45 feet to the intersection of the center line of Kessler Boulevard; thence N 74° 58' W 59.35 feet to the West line of Kessler Blvd.; thence Southerly along the West line of Kessler Blvd. following a curve to the left having a radius of 1650 ft. for a distance of 1638 ft. to the end of curve; thence continuing on the West line of Kessler Blvd. S. 9° 52' 17" E 937.27 ft. to the intersection of the South line of Hemlock St. produced; thence along the projection of the South line of Hemlock St. S 74° 58' E 175.24 feet to the intersection of the center line of Twenty fourth Avenue; thence continuing along the South line of Hemlock St. S 74° 58' E 1310 ft. to the intersection of the East line of Twentieth Avenue projected; thence along the East line of Twentieth Avenue and its projection N 15° 02' E 1280 ft. to place of beginning;

and,
WHEREAS, said Company desires to file a plat of said land so as to subdivide the same into lots, blocks, streets, alleys and a park, all as shown by the plat aforesaid, and, (subject to the franchise rights of the Longview Public Service Company and of said Sewerage Improvement District and subject to the reservations hereinafter mentioned made by the Company) desires to dedicate the streets and alleys and the park to the public for the usual street, alley and park purposes, and desires to subject all of the lots shown on said plat to the reservations, restrictions and covenants hereinafter set forth; and,

WHEREAS, to accomplish these purposes a written statement in the nature of a DEDICATION of said streets, alleys and park and a DECLARATION of said reservations, restrictions and covenants should be made by the Company and spread upon the public records of Cowlitz County, Washington;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that such a statement is hereby made and the same shall be and is as follows, to-wit:

I.

DEDICATION.

There has previously been conveyed by the Company to the Longview Public Service Company by deed dated June 6, 1923, to which reference is hereby made, the exclusive rights, privileges and franchises in the streets, alleys and park shown on said plat to lay, construct, build, maintain and operate

1. Underground pipes for the furnishing of water, gas, heat and oil;
2. Underground pipes or other instrumentalities underground for conducting and performing any public or quasi-public utility, business or function beneath the surface of the ground;
3. Pole lines, wires, underground cables and other conduits for the furnishing of electricity for light, power, telephone, fire alarm and other services;
4. In the streets only, single or double track street car or interurban lines; and,
5. Overhanging the rear or alley side of the lots shown on said plat in the residential district pole line cross arms and wires, such cross arms and wires to overhang not more than five feet, and to be not nearer than eighteen feet to the ground.

There has previously been conveyed or is to be conveyed by the grantor of this company to said Sewerage Improvement District, an easement in certain of the streets and alleys and in the park shown on said plat and the right to build, construct, keep and maintain therein, sanitary and storm sewers.

The Company reserves to itself the right to grade the streets, alleys and park in accordance with such grades as it may establish; to pave, gravel or lay sidewalks in such of the streets as it deems necessary or desirable; to issue permits for plumbers or others to make cuts or excavations in them when by it deemed necessary and to accept bonds or deposits for the repairing of same; to erect and maintain bridges and other such structures of a permanent character, encroaching on such streets or alleys; to make rules and regulations concerning the parking of vehicles in the streets and alleys and to prohibit the use of any part of a street or alley for parking which may be contrary to such rules and regulations; and, generally, to exercise such control over the streets, alleys and park as may be within its powers and as it may deem necessary or desirable.

The Company reserves to itself the exclusive right to build, construct and maintain below the surface of said streets and alleys gasoline, oil and other storage tanks and pipes, the construction and maintenance of which shall not be inconsistent with the full beneficial enjoyment of other rights and franchises in said streets or alleys granted by it.

Subject to the foregoing, the Company dedicates said streets and alleys and said park to the public to be used for the usual street, alley and park purposes, respectively.

No right is intended to be conveyed by this Dedication that is inconsistent with the rights, privileges, franchises and easements heretofore granted by the Company or reserved by it as hereinafter or hereinafter stated.

Nothing herein contained, either taken by itself or in connection with a deed to any of the lots shown on said plat, shall

be deemed to have the effect to convey the title to the land in said streets, alleys or park, except where the contrary intention is expressly stated in the deed; but the Company reserves the right to convey to any public authority, or to the owners or owner of the lots which abut upon the streets or alleys, or any of them, respectively, all of its right, title and interest in said streets or alleys or park, should the Company at any time deem it expedient to do so.

If any public authority shall condemn for public uses any street shown on said plat and in the condemnation proceedings damages shall be awarded to the Company for the taking of such street, the Company agrees to apply the amount received by it as damages in such condemnation proceedings, or so much thereof as may be necessary for the purposes, to reimbursing the owners of any land shown on said plat, against whom in such proceedings benefits may have been assessed in excess of the damages awarded to them.

II.

RESERVATIONS, RESTRICTIONS AND COVENANTS.

The Company declares that the land shown on said plat above referred to is held and shall be conveyed subject to the reservations, restrictions, and covenants set forth in the various subdivisions of this declaration, to-wit:

Sub-division 1. - Definitions.

The "residential district", as that term is used in this statement, is intended to mean Lots 3 to 18, inclusive, Block 188; Blocks 189, 190, 191, 192, 200, 201, 202, 203; Lots 7 to 22, inclusive, Block 204; Lots 12 to 27, inclusive, Block 207; Blocks 208, 209, 210, 211, 215, 216, 217, 218; Lots 6 to 21, inclusive, Block 219; and Blocks 220, 221, 222 and 223.

The "apartment district", as that term is used in this statement, is intended to mean Blocks 177, 178, 180, and 181.

A "corner lot" is one that abuts on more than one street.

Any lot, except a corner lot, shall be deemed to front on the street upon which it abuts. A corner lot shall be deemed to front on the street on which it has the smaller dimension, except the lots specifically mentioned below and except where the Company shall designate in any deed conveying any corner lot, hereafter made by it, the street on which such corner lot shall thereafter be considered as fronting.

The following lots shall be deemed to front as follows:
Lot 1, Block 181, on Olympia Way; Lots 1 and 4, Block 220, on Kessler Blvd.; Lot 15, Block 221, on Kessler Blvd.; Lot 9, Block 222 on Kessler Blvd.; Lot 1 Block 223 on Twenty-fifth Ave.; Lots 2 and 3, Block 223 on Kessler Blvd.; and Lot 6, Block 215 on Kessler Blvd.

The Company, in the deed to any corner lot, or at any time with the consent in writing of the holder of the fee simple title thereto, may designate a different street as the one upon which such lot shall be deemed to front.

The street upon which a lot fronts, as above provided, shall be deemed to be the front street. Any other street contiguous to such lot shall be deemed to be a side street.

The word "plot" as used in this statement is intended to mean a single piece or parcel of land consisting of one lot or more or less than one lot.

Every plot shall be deemed to front on the street on which the lot or lots constituting said plot front, unless the lot or lots front on more than one street, in which case it shall be deemed to front on both streets.

An "outbuilding", as that word is used in this statement, is intended to mean a covered structure not directly attached to the residence or apartment which it serves.

Sub-division 2. - Use of Land.

The lots in the residential district, except as hereinafter provided, shall be used for private residence purposes only, and no flat or apartment house though intended for residence purposes, and no building of any kind whatsoever shall be erected or maintained thereon except private dwelling-houses, and private garages for the sole use of the respective owners or occupants of the plots upon which such garages are erected, and such other outbuildings as are customarily appurtenant to residences, each dwelling-house being detached and being designed for occupancy by a single family only.

The lots in the apartment district, except as hereinafter provided, shall be used for private residence purposes only and no building of any kind whatsoever shall be erected or maintained thereon except (a) private dwelling-houses and private garages and outbuildings of the kind permitted in the residential district by the next preceding paragraph, and except (b) attached dwelling-houses not exceeding three stories in height exclusive of basement, (c) semi-detached dwelling-houses, or flats, not exceeding three stories in height exclusive of basement, and (d) apartment houses not exceeding six stories in height exclusive of basement.

The buildings specified in (a), (b) and (c) may be of frame construction. The buildings specified in (d) shall have exterior walls of brick, stone, concrete, steel, or a combination of said materials, or such like materials.

Buildings to be used for schools, churches, ^{hospitals} libraries, art galleries, museums, hotels, private clubs or municipal service stations, or for recreative, educational, religious or philanthropic purposes may be erected or maintained in locations approved by the Company; provided, however, that no building shall be erected, maintained or used for any of the purposes mentioned in this paragraph, except by the Company, unless in each case there shall have been filed in the proper office of record a deed or other instrument in writing executed by the Company, approving and specifying the uses to which

such building may be put, and, provided further, that no building to be used for a hotel ^{or hospital} shall be erected or maintained in the residential district.

Parks and playgrounds may be laid out and maintained in the locations designated on said plat and in other locations approved in writing by the Company.

There shall not be erected, permitted or maintained upon any of the land shown on said plat, except with the consent in writing of the Company, any cesspool or privy.

Sub-division 3. - Approval of Plans.

No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition thereto or change or alteration therein be made, until plans and specifications, plot plan and grading plan therefor, or information satisfactory to the Company, shall have been submitted to and approved in writing by the Company and a copy thereof as finally approved lodged with the Company. In so passing upon such plans, specifications, plot plan and grading plan, the Company may take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built to the site upon which it is proposed to erect same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property.

Sub-division 4. - Minimum Frontage.

Every building erected on any plot shall have appurtenant to it and not occupied by any other building at least fifty feet of ground fronting on the street on which the plot fronts.

If the plot consists of one lot only, and the frontage of such lot is less than fifty feet, then the minimum quantity aforesaid of fifty feet may be reduced to the frontage of said lot.

Every building erected on any plot shall front or present a good frontage on the street on which said plot fronts.

Sub-division 5. - Set Back from Street Line.

No building or part thereof, except as hereinafter provided, shall be erected or maintained on any of said lots nearer to the front street, or the side street, than the front building line or the side street building line of the lot or lots on which such building may be erected, as shown on said plat; provided, however, that the Company in the deed to any of said lots may change said building lines, or may at any time thereafter, with the consent in writing of the owner of the fee simple title to such lot, change said building lines, or may change the building lines which it may have established by said deed; provided, however, that no change may be made at any time which, in the residential district, will bring the front building line nearer than fifteen feet to the front street, or the side street building line nearer than five feet to the side street; or which, in the apartment district, will bring the front building line nearer than ten feet to the front street, or the side street building line nearer than two and one-half feet to the side street.

Covered or uncovered, but not enclosed, porches, the floors of which are not higher than the level of the first floor of the building, steps extending not higher than the level of the first floor of the building, bay or other windows, vestibules, cornices, awnings, chimneys, or other similar projections, if in the residential district, may extend not more than six feet beyond the front building line and not more than five feet beyond the side street building line; and if in the apartment district, may extend not more than five feet beyond the front building line and not more than five feet beyond the side street building line. Building line as here used is meant the building line as shown on the plat or as changed by the Company in accordance with the next preceding paragraph.

No fence or wall, except with the Company's consent, in writing, shall be erected or maintained on any lot nearer a front street than the front building line on said lot.

No outbuildings, or part thereof, shall be erected or maintained on any of said lots nearer to the front street or the side street than the outbuilding line of the lot or lots on which such outbuildings may be erected, as shown on said plat; provided, however, that the Company, in the deed to any of said lots, may change said outbuilding line, or may at any time thereafter, with the consent in writing of the owner of the fee simple title to such lot, change said outbuilding line, or may change the outbuilding line which it may have established by said deed; provided further that no change may be made at any time which will permit the erection or maintenance on any lot of any outbuilding more than ten feet nearer to the front street or more than ten feet nearer to the side street than the outbuilding line shown on said plat; and provided further that no change may be made at any time, which will permit the erection or maintenance on any lot of any outbuilding nearer to the front street than the outbuilding line shown on this plat, without the consent in writing of the record owner of the fee simple title to the contiguous lot or lots which fronts or front on the same street, or which will permit the erection or maintenance on any lot of any outbuilding nearer to the side street than the outbuilding line shown on this plat, without the consent in writing of the record owner of the fee simple title to the lot in the same block which adjoins the same side street.

Every outbuilding, except a green-house, erected on any of said lots shall, unless the Company otherwise consents in writing, correspond in style and architecture to the residence to which it is appurtenant and shall be of the same exterior material as such residence.

Sub-division 6. - Set Back from Side Property Line.

No part of any building, except out-houses, shall be nearer than four feet to the side property line of the plot upon which it is erected, except that cornices, spoutings, chimneys, and purely ornamental projections may extend beyond said four foot line, but not more than three feet beyond said four foot line.

Sub-division 7. - Company's Judgment Conclusive.

The Company shall in all cases have the right to say and determine which are the front street, side street, rear and side property, lines of any plot, and also the amount of the set back from said lines necessary to conform to the requirements hereof, and the Company's judgment and determination thereon shall be final and binding on all parties.

Sub-division 8. - Minimum Cost of Residence.

Any residence erected wholly or partially on any of the lots, or part or parts thereof, in the residential or apartment district shall cost not less than \$3,000.00.

Sub-division 9. - Ownership by Anyone other than White Race Prohibited.

None of the lots shown on said plat shall be conveyed, leased or given to, and no building erected thereon shall be used, owned or occupied by, any person not of the white race. This prohibition, however, is not intended to include the occupancy by a person not of the white race while employed in or about the premises by the owner or occupant of any land shown on said plat.

Sub-division 10. - Easements Reserved in Lots.

Easements and rights of way shall be reserved for the erection, construction and maintenance of Poles, wires and conduits for the transmission of electricity for lighting, telephone and other purposes, and of the necessary attachments in connection therewith; Public and private sewers, storm water drains, land drains, pipes, and

Any other method of conducting and performing any public or quasi-public utility or function beneath the surface of the ground. Such easements and rights of way are located on said plat. And the Company shall have the right, without liability for damage for trespass, to enter upon said strips of land at any and

all times for any of the purposes for which said easements and rights of way are reserved.

And the Company shall have the right at any time to extending boards or structures, exceeding five square feet in size for the display, posting, painting or printing of signs or advertisements on any of the lots in said plat is prohibited, except with the written consent of the Company.

Sub-division 11. - Signs and Billboards Prohibited.

The construction or maintenance of billboards, or advertising boards or structures, exceeding five square feet in size for the display, posting, painting or printing of signs or advertisements on any of the lots in said plat is prohibited, except with the written consent of the Company.

Sub-division 12. - Duration.

All of the restrictions herein set forth shall continue and be binding upon the Company and upon its successors and assigns for a period of twenty years from June 15, 1923, and shall automatically be extended thereafter for successive periods of twenty years; provided, however, that the owners of the fee simple title to the lots having more than fifty per cent. of the front feet of the lots shown on this plat may release all of the lots hereby restricted from any one or more of said restrictions, and may release any lot from any restriction created by deed from the Company, at the end of the first twenty year period or of any successive twenty year period thereafter, by executing and acknowledging an appropriate agreement, or agreements, in writing for such purposes and filing the same for record in the office of the County Auditor of Cowitz County, Washington, at least five years prior to the expiration of this first twenty year period, or of any twenty year period thereafter.

Sub-division 13. - Right to Enforce

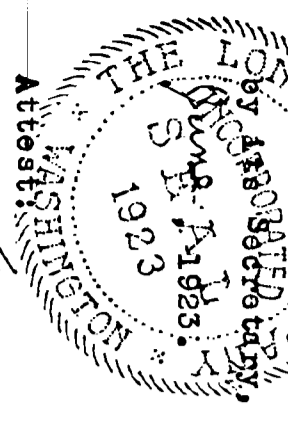
The restrictions herein set forth shall run with the land and bind the present owner, its successors and assigns; and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of said lots, its successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said lots and the construction of improvements

thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his or their seizin of or title to said land, and the owner or owners of any of the above land shall have the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to ordinary legal action for damages, and failure of the Company or the owner or owners of any other lot or lots shown on this plat to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of a right to do so thereafter.

Sub-division 14.- Company's Right to Assign.

The Company may, by appropriate instrument, assign or convey to any person or corporation any or all of the rights, reservations, easements and privileges herein reserved by it and upon such assignment or conveyance being made its assigns or grantees may at their option exercise, transfer or assign such rights, reservations, easements and privileges or any one or more of them at any time or times in the same way and manner as though directly reserved by them, or it, in this instrument.

IN WITNESS WHEREOF, the Company has by authority of its Board of Directors caused this instrument to be executed by the Chairman of its Board of Directors and its corporate seal, attested by its Secretary, this 12th day of June, 1923.

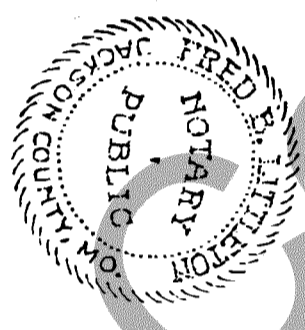


THE LONGVIEW COMPANY
By W. A. Long
Chairman

Secretary
STATE OF Missouri)
COUNTY OF Jackson) SS
On this 12th day of June, 1923, before me personally appeared W. A. Long and W. J. Demery, to me known to be the Chairman and Secretary

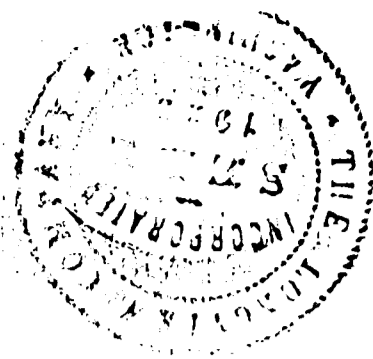
of the corporation that executed the within and foregoing instrument, and each acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Fred B. Littleton
Notary Public and for the State
of Missouri residing at
Kansas City, Mo.

PLAT OF LONGVIEW No. 1



SUPPLEMENTARY DECLARATION

THE LONGVIEW COMPANY hereby declares that the annexed map and plat is a true and correct map and plat of

PLAT OF LONGVIEW No. 1, being the same tract referred to and described in the longer Declaration entitled Longview Washington A Portion of Restricted Residence and Apartment District, consisting of Fourteen Hundred and Eighty Acres, here by referred to and made a part hereof, that the lots and blocks in said tract are of the dimensions and the streets, avenues, ways and alleys of the widths indicated and delineated on said plat, the distances being given in feet, and that the said longer Declaration herein above referred to relates to said plat and constitutes the dedication of such portions thereof as are dedicated to the public, subject to all the provisions contained in said longer Declaration, and that all provisions, restrictions, reservations, covenants and other matters contained in said longer Declaration constitute a portion of said Declaration as fully as if said entire Declaration were inscribed on this sheet.

In Witness Whereof the Longview Company has caused this supplementary declaration to be executed by its Vice President, hereunto duly authorized, and its corporate seal affixed by its Assistant Secretary July, 1923.

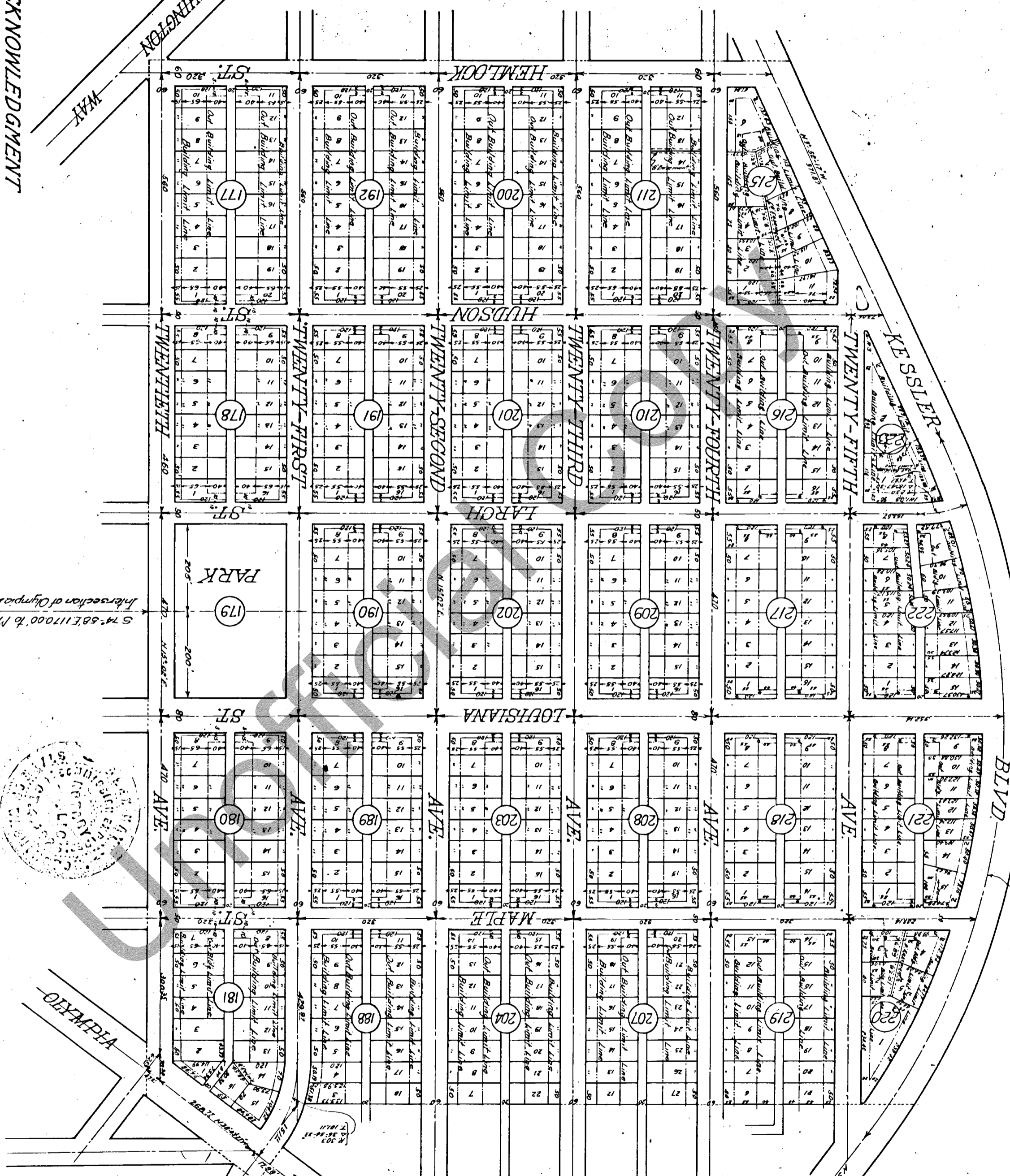
THE LONGVIEW COMPANY
By W. B. Smith
Vice-President,
Attest: W. B. Smith
Assistant Secretary.

ACKNOWLEDGMENT

STATE OF WASHINGTON } 35.
COUNTY OF COMWILTZ }

On this 17th day of July, 1923, before me personally appeared W. B. Smith and to me personally known to be the Vice President and Assistant Secretary, respectively, of the corporation which executed the foregoing Supplementary Declaration and each acknowledged the said Supplementary Declaration to be the free and voluntary act and deed of the said corporation for the uses and purposes therein mentioned and so said act and deed that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation, and that the said corporation is the owner of the land included within the boundaries of the plat hereto affixed. In Witness Whereof, I have hereunto set my hand and affixed my official seal, the day and year first above written.

W. B. Smith
Notary Public in and for the State of Washington,
residing at Longview.



SURVEYOR'S CERTIFICATE
STATE OF WASHINGTON } 35.
COUNTY OF COMWILTZ }

Wesley Vandercreek, being duly sworn deposes and says that the plat hereto annexed is based upon an actual survey and subdivision of the premises therein designated, which survey and subdivision was made under deponent's direction; that the descriptions given in the Declaration relative to the distances and courses and angles are shown correctly on said plat, and that the survey and subdivision of said tract is indicated by suitable stakes and monuments upon the ground.

Subscribed and sworn to before me this 17th day of July, 1923.

Notary Public in and for the State of Washington, residing at Longview.

I hereby certify that all taxes and assessments, which have been levied and become chargeable against the property shown on the annexed plat at the date of this certificate have been duly paid and discharged.

Approved this 17th day of July, 1923.

W. B. Smith
County Auditor.

Approved this 17th day of July, 1923.
W. B. Smith
County Auditor.